



5. I have worked at two Keane Fracking locations, one in Odessa, Texas and another in Springtown, Texas. Most currently, I am working at the Odessa, Texas location.

6. I was hired by Keane Fracking as a Sand Hauler, however, throughout my employment with Keane Fracking, I have performed the duties of a Logistics Driver.

7. As a Sand Hauler doing the work of a Logistics Driver, my primary job duty is to deliver oilfield equipment, parts, and any other item requested from the Keane Fracking yard in Odessa, Texas to drilling locations within the State of Texas, mostly in the Midland/Odessa area. The only formal education required for this position is a high school education.

8. During my employment with Keane Fracking, I have been a full-time employee working forty hours a week or more. In fact, I normally work at least ninety-eight hours per week.

9. My schedule to work is twenty (20) days on, ten (10) days off. I am not paid for the days that I am not scheduled to work, nor do I accrue sick or paid time off ("PTO").

10. As with all other sand haulers, drivers, and logistic drivers employed by Keane Fracking, I am paid on an hourly basis. My rate of pay is \$21.00 per hour.

11. During my employment with Keane Fracking, I have not been paid overtime at one and one-half times my regular rate.

12. Keane Fracking has not paid me overtime for hours worked over forty in a workweek. Instead, I am paid at my normal hourly rate for all hours worked. In other words, I am paid straight time for overtime.

13. On December 5, 2017, my entire crew, including myself, were called into a meeting regarding a new pay policy. I was told that Keane Fracking would begin paying overtime.

14. Based on what I saw and my conversations with my coworkers, this pay practice applied to all sand haulers, drivers, and logistics drivers employed by Keane Fracking. It did not depend on what we did or our position with Keane Fracking.

15. Based on my experience talking with other employees I worked with, I believe that there would be others that would want to join this lawsuit if they were made aware of this suit and given an opportunity to join.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury of the laws of the United States of America that the forgoing is true and correct.

---

Date

---

Vu Tran  
Declarant

Signature: \_\_\_\_\_

  
Vu T Tran (Dec 13, 2017)

Email: vttran1841@yahoo.com